

TRANSFER OF INJECTION AUTHORIZATION
OF TRANSFER OF SURFACE POND PERMIT

CONSERVATION DIVISION
130 S MARKET, ROOM 2078
WICHITA, KANSAS 67202

Check Applicable Boxes:

[X] Oil Lease: No. of Wells

6

**

[] Gas Lease: No. of Wells

**

** SIDE TWO MUST BE COMPLETED **

[] Saltwater Disposal Well - Docket No.

Spot Location: _____ feet from N/S Line

_____ feet from E/W Line

[] Enhanced Recovery Proj. Docket No

Entire project: Yes/No

Number of injection wells **

Field Name Alford South

Effective Date of Transfer Nov. 1, 1999

Lease Name Gillette A(1,2,3,4,5,6)

-C -NE -SE Sec 15 09 T 30S R 19 W/E
ETC.

Legal Description of Lease: T30S R19W:

N/2 & SE/4 of Sec. 9 AND NW/4 of Sec. 15

County Kiowa

Production Zone(s) Mississippian

Injection Zone(s) - - -

Surface Pond Permit #

(API No. If Drill Pit)

Feet from N/S Line of Section

Feet from E/W Line of Section

Identify: Emergency Pit ☐

Burn Pit ☐

Storage Pit ☐

Drill Pit ☐

Past Operator's License No. 4549

Contact Person: MICHAEL R. GOODE

Past Operator's Name and Address:

Phone: (281) 874-1694

Anadarko Petroleum Corporation

P. O. Box 351

Liberal, KS 67901

Title Land Supervisor

Date December 15, 1999

Signature MDR Ford

New Operator's License No. 32158

Contact Person Al Himm-Smith

New Operator's Name and Address

Phone 316-564-3002

H & B Petroleum Corporation

PO Box 277

Ellinwood, KS 67526

Oil/Gas Purchaser Cooperative Refining

Date 12/20/99

Title President

Signature DD Brady

ACKNOWLEDGEMENT OF TRANSFER: The above request for transfer of injection authorization, surface pond permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgement of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pond permit.

_____ is acknowledged as the new operator and may continue to inject fluids as authorized by Docket # _____. Recommended action _____

_____ is acknowledged as the new operator of the above named lease containing the surface pond permitted by # _____.
RECEIVED
STATE CORPORATION COMMISSION

Date _____
Authorized Signature _____

Date JUN 19 2000
Authorized Signature _____
RECEIVED
STATE CORPORATION COMMISSION
CONSERVATION DIVISION
Wichita, Kansas
Form T1 7/94
Wichita, Kansas

MICROFILMEDSTATE OF KANSAS
KIOWA COUNTY

} SS

This instrument was filed for record this
27th day of December, 1999
at 10:25 o'clock A.M. and recorded
in Book 31 Page 1647 Fees 36.00June Smith
Register of Deeds

Deputy

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS

§

COUNTY OF KIOWA

§

ANADARKO PETROLEUM CORPORATION ("Anadarko"), a Delaware corporation, whose address is P.O. Box 1330 Houston, Texas 77251-1330, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell, convey, and assign unto:

AssigneesOwnership %

Frisko Energy, LLC
2431 East 51 Suite 300
Tulsa, Oklahoma 74105

15.2222%

JACMOR, Inc.
P.O. Box 18245
Oklahoma City, Oklahoma 73154

28.8889%

TLJ Investments, LLC
P.O. Box 18245
Oklahoma City, Oklahoma 73154

7.2222%

Singer Bros. LLC
P.O. Box 755
Tulsa, Oklahoma 74101

41.6667%

H&B Petroleum Corporation
P.O. BOX 536
Clearwater, KS 67026

7.0000%

TOTAL 100.0000%

TO HAVE AND TO HOLD the Subject Interests unto Assignees, their successors and assigns, forever. The interests set out for each individual Assignee shall apply until "after payout" assignments are placed of record, but effective as of the occurrence of "payout" as defined in the Participation Agreement between the Assignees and dated as effective November 1, 1999.

Frisko Energy LLC

15.2222%

JACMOR, Inc.

28.8889%

TLJ Investments, LLC

7.2222%

Singer Bros. LLC

41.6667%

H&B Petroleum Corporation

7.0000%

hereinafter referred to as "Assignees", all of Anadarko's right, title and interest, without warranty of title in and to the following (hereinafter collectively referred to as the "Assigned Assets"):

- (a) the oil and gas leases described on Exhibit "A" insofar as same cover and pertain to the acreage and depths specifically described in said Exhibit,
- (b) all permits, licenses, easements, surface leases and rights of way of every kind as may be assignable relating solely and exclusively to operations conducted on the leases,
- (c) any contracts as may be assignable, including, but not limited to, unit agreements, joint operating agreements, farmout and farmin agreements, pooling agreements, gas contracts, and other validly existing agreements, whether of record or not, insofar as same pertain to operations conducted on the leases and/or production therefrom, save and except Anadarko shall retain any calls on production reserved or created under any such contracts or agreements, and
- (d) the wells, equipment and personal property (excepting any vehicles, tools, rental equipment, communications equipment and computer software) located on and used solely and exclusively for operations on the leases.

This Assignment is made and accepted upon the following terms and conditions:

Sale#150-C
Lot 32 & 4
32

PLEASE RETURN TO:
THE OIL & GAS ASSET
CLEARINGHOUSE, INC.
P.O. BOX 671787
HOUSTON, TX 77267-1787

1. Purchase and Sale.

- a. **Effective Date.** This Assignment shall be effective on the 1st day of November, 1999, at 7:00 A.M., local time, for all purposes including apportionment of revenue, expenses and production, hereinafter referred to as the "Effective Date", regardless of the date of execution.
- b. **Right to Production.** The right to production from the Assigned Assets shall pass from Anadarko to Assignee as of the Effective Date. Anadarko shall retain ownership and be entitled to all proceeds from the sale of oil and plant products in tanks and storage facilities above the pipeline connections prior to the Effective Date. Assignee agrees to reimburse Anadarko for the value of any and all merchantable stock tank oil and/or condensate above pipeline connections produced and saved as of 7:00 a.m. on the Effective Date hereof, at the prevailing market value, adjusted for grade and gravity. Anadarko shall make a gas sales meter reading and a oil and/or condensate tank gauge reading. Assignee agrees to accept the reading taken by Anadarko or such other third party operator.
- c. **Reserved Assets.** Reserved to Anadarko and not acquired by Assignee are any rights in or to:
- (1) the management information systems and other intellectual property rights of Anadarko, used by Anadarko in the management and administration of its business and the Assigned Assets;
 - (2) all claims that Anadarko may have under any audit of joint interest accounts or otherwise relating to the Assigned Assets for periods of time prior to the Effective Date;
 - (3) except for those revenues or gas resulting from underproduction attributable to Anadarko's interests in the leases, all other accounts receivable accrued before the Effective Date;
 - (4) any files or records that Anadarko is contractually obligated not to disclose to Assignee, including any seismic data, and
 - (5) all proceeds from and benefits of any settlement for take-or-pay liability accruing pursuant to any gas purchase agreement affecting the Assigned Assets and which settlement is or was entered into by or on behalf of Anadarko.

2. Proration of Taxes, Etc.

- a. **Taxes.** Anadarko will be responsible for all ad valorem, property taxes and other taxes assessed on, based on, or attributable to production that occurred prior to the Effective Date. Assignee will be responsible for all taxes assessed on, based on, or attributable to production that occurred after the Effective Date. Whichever party receives said tax statements shall pay such taxes prior to delinquency and the other party hereto agrees to reimburse the paying party its prorata share thereof promptly upon receipt of an invoice accompanied by evidence of such payment. Assignee shall pay all applicable state, county, municipality or government sales or use taxes on the leasehold, equipment, material or personal property located thereon.
- b. **Post-Closing.** Within 120 days after the Effective Date, if necessary, a post-closing statement will be forwarded to Assignee to account for any production proceeds, net of all royalty, overriding royalty, production payments, taxes, including production, severance and ad valorem taxes, operating and other costs and expenses incurred in connection with the Assigned Assets from the Effective Date forward and including the date of transfer. Any sums which may be due either party shall be paid to the other as may be appropriate, promptly after receipt of the post-closing statement.
- c. **Suspended Funds.** Anadarko hereby transfers to Assignee's possession, responsibility and liability for the management, administration and disbursement of all suspended funds attributable to interests of third parties and accrued by Anadarko, for any reason, pursuant to Anadarko's disbursement of proceeds from the sale of production from the assigned leasehold to the extent such funds are attributable to production sold prior to the Effective Date. Anadarko shall deliver to Assignee, as soon as practical after closing a copy of Anadarko's records and files that relate to these Suspended Funds.

3. **Assumption of Obligations.** Assignee hereby assume Anadarko's (a) obligation to (i) plug and abandon or remove and dispose of all wells, flow lines, pipeline, and the other equipment now or hereafter located on the Assigned Assets, and (ii) dispose of naturally occurring radioactive material and all other pollutants, wastes, contaminants, or hazardous, extremely hazardous, or toxic materials, substances, chemicals or wastes now or hereafter located on the Assigned Assets; (b) obligations and liabilities arising from or in connection with any gas production, pipeline, storage, processing or other imbalance attributable to substances produced from the Assigned Assets, whether before, on or after the Effective Date; and (c) other costs, obligations and liabilities that arise under the properties or contracts or otherwise related to the Assigned Assets and in each case, arise from or relate to events occurring or conditions existing on or after the Effective Date. All such plugging, replugging, abandonment, removal, disposal, and restoration operations shall be in compliance with applicable laws and regulations and contracts, and shall be conducted in a

good and workmanlike manner. Any future assignments of the Assigned Assets shall contain provisions and covenants similar to this Section and provide that all assignees shall assume the duty to plug and abandon all wells on the Assigned Assets as provided herein and as required by law.

4. Representations.

- a. Inspection. Assignees agree that they have had a reasonable opportunity to inspect, examine and determine the condition of the Assigned Assets, including the condition of the leasehold equipment, material or personal property and the environmental condition of the leases, wells, equipment, buildings (if any), and facilities, and Assignees are aware of and satisfied with and accept such condition as is and Assignees assume all risk and liability incident to the condition and use thereof and Anadarko shall have no further obligation with respect thereto.
- b. Production Imbalances. Assignees understand that certain of the properties may be subject to oil and/or gas balancing obligations due to the overproduction or underproduction of hydrocarbons. Assignees have investigated and are aware and shall be fully responsible for collecting on or discharging any balancing obligations affecting any of the Assigned Assets and shall indemnify and hold harmless Anadarko from and against any and all liabilities in connection with or arising out of any such balancing obligations.

- 5. DISCLAIMERS. TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS DISCLAIMERS" FOR PURPOSES OF ANY APPLICABLE LAW, RULE, OR ORDER. ASSIGNEES AGREE THAT ANADARKO IS CONVEYING THE ASSIGNED ASSETS WITHOUT REPRESENTATION OR WARRANTY OF TITLE. EXCEPT AS OTHERWISE PROVIDED HEREIN, ASSIGNEE AGREES THAT ASSIGNOR IS CONVEYING THE PERSONAL PROPERTY AND EQUIPMENT WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESSED, IMPLIED AT COMMON LAW, BY STATUTE, OR OTHERWISE (ALL OF WHICH ANADARKO HEREBY DISCLAIMS), RELATING TO (I) THE MERCHANTABILITY, DESIGN, OR QUALITY, (II) FITNESS FOR ANY PARTICULAR PURPOSE, (III) COMPLIANCE WITH SPECIFICATIONS OR CONDITIONS REGARDING OPERATION, (IV) ABSENCE OF LATENT DEFECTS, OR (V) ANY OTHER MATTER WHATSOEVER. ASSIGNEES BY EXECUTING THIS ASSIGNMENT AGREE TO ACCEPT THE SAME "AS IS" AND "WHERE IS" AND WITHOUT ANY REDUCTION IN PURCHASE PRICE.
- 6. WAIVER OF REPRESENTATIONS/REMEDIES. ASSIGNEES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT TO CONTRIBUTION AGAINST ANADARKO AND ANY AND ALL OTHER RIGHTS, CLAIMS AND CAUSES OF ACTION IT MAY HAVE AGAINST ANADARKO, ARISING UNDER OR BASED ON ANY FEDERAL, STATE OR LOCAL STATUTE, LAW, ORDINANCE, RULE OR REGULATION OR COMMON LAW OR OTHERWISE. THE EXPRESS REPRESENTATIONS OF ANADARKO CONTAINED IN THIS ASSIGNMENT ARE EXCLUSIVE AND ANADARKO EXPRESSLY DISCLAIMS AND NEGATES AND ASSIGNEE HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO TITLE TO THE ASSIGNED ASSETS, THE ACCURACY OR CORRECTNESS OF ANY DATA PROVIDED TO ASSIGNEE BY ANADARKO OR ITS AGENTS, THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES, IF ANY, OF OIL, GAS OR OTHER MINERALS IN OR UNDER THE PROPERTIES, THE ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, OR OTHER CONDITIONS OF THE PROPERTIES, OR THE OWNERSHIP OR OPERATION OF THE PROPERTIES OR ANY PART THEREOF. ANADARKO DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.
- 7. INDEMNIFICATION. ASSIGNEES SHALL TO THE FULLEST EXTENT PERMITTED BY LAW, RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD ANADARKO AND ITS DIRECT OR INDIRECT PARTNERS, MANAGERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND THE RESPECTIVE REPRESENTATIVES OF EACH OF THEM, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS, EXPENSES, DIMINUTIONS IN VALUE, SUITS, CAUSES OF ACTION OR JUDGEMENTS OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO THOSE ARISING FROM OR UNDER STATUTORY OR COMMON LAW, CONTRACT OR ANY OTHER LEGAL THEORY, AND INCLUDING, BUT NOT LIMITED TO, ANY INTEREST, PENALTY, AND ANY ATTORNEYS' FEES AND OTHER COSTS AND EXPENSES INCURRED IN CONNECTION WITH INVESTIGATING OR DEFENDING ANY CLAIMS OR ACTIONS (COLLECTIVELY, "LOSSES"), WHICH ARISE FROM, ARE RELATED TO OR CONNECTED WITH, WHETHER OCCURRING BEFORE, ON OR AFTER THE

EFFECTIVE DATE (I) THE OWNERSHIP OR OPERATION OF THE ASSIGNED ASSETS, (II) ANY ACT OR OMISSION OF ANY THIRD PARTY, ASSIGNEE, OR ASSIGNEE'S AGENTS, SUCCESSORS OR ASSIGNS, INCLUDING, BUT NOT LIMITED TO SUCH ACTS OR OMISSIONS WHICH RESULT IN INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY, OR (III) ANY ENVIRONMENTAL CONDITION OR ENVIRONMENTAL CLAIM WITH RESPECT TO THE OWNERSHIP OF THE ASSIGNED ASSETS OR RESULTING FROM THE OPERATION OF THE ASSIGNED ASSETS. FOR PURPOSES OF THIS ASSIGNMENT, THE TERM "ENVIRONMENTAL CLAIM" MEANS ANY ACTION, SUIT, INVESTIGATION, PROCEEDING, DEMAND, CLAIM OR WRITTEN NOTICE BY ANY PERSON ALLEGING OR INQUIRING AS TO POTENTIAL LIABILITY ARISING OUT OF, BASED ON OR RESULTING FROM ANY VIOLATION, OR ALLEGED VIOLATION, OF ANY ENVIRONMENTAL LAW WITH RESPECT TO THE ASSIGNED ASSETS; AND THE TERM "ENVIRONMENTAL CONDITION" MEANS ANY EXISTING CONDITION WITH RESPECT TO THE SOIL, SUBSURFACE, SURFACE WATERS, GROUNDWATER, ATMOSPHERE AND/OR ANY ENVIRONMENTAL MEDIUM, WHETHER OR NOT YET DISCOVERED WHICH COULD RESULT IN ANY DAMAGE, LOSS, COST, EXPENSE OR CLAIM, AGAINST ANADARKO WITH RESPECT TO THE ASSIGNED ASSETS.

8. **Limitations on Liability.** Assignees' exclusive remedy for any claims, damages, losses or causes of action arising from this Assignment shall be expressly limited to those remedies afforded to Buyer as set forth on Exhibit "C" entitled "Buyer's Terms and Conditions of Purchase" attached to that certain Agreement for Sale of Oil and Gas Properties by and between The Oil & Gas Asset Clearinghouse, Inc. and Anadarko Petroleum Corporation, dated January 27, 1999.
9. **TEXAS DECEPTIVE TRADE PRACTICES ACT.** ANADARKO AND ASSIGNEES CERTIFY THAT THEY ARE NOT "CONSUMERS" WITHIN THE MEANING OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SUBCHAPTER B OF CHAPTER 17, SECTIONS 17.41, ET SEQ., OF THE TEXAS BUSINESS AND COMMERCE CODE, AS AMENDED (THE "DTPA"). THE PARTIES COVENANT, FOR THEMSELVES AND FOR AND IN BEHALF OF ANY SUCCESSOR OR ASSIGNEE, THAT, IF THE DTPA IS APPLICABLE, (I) THE PARTIES ARE "BUSINESS CONSUMERS" THEREUNDER, (II) EACH PARTY HEREBY WAIVES AND RELEASES ALL OF ITS RIGHTS AND REMEDIES THEREUNDER (OTHER THAN SECTION 17.555, TEXAS BUSINESS AND COMMERCE CODE) AS APPLICABLE TO THE OTHER PARTY AND ITS SUCCESSORS, AND (III) EACH PARTY SHALL DEFEND AND INDEMNIFY THE OTHER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF OR BY THAT PARTY OR ANY SUCCESSOR OR ANY OF ITS AFFILIATES BASED IN WHOLE OR IN PART ON THE DTPA, ARISING OUT OF OR IN CONNECTION WITH THE TRANSACTION SET FORTH IN THIS ASSIGNMENT.
10. **Observance of Laws.** This Assignment is subject to all applicable laws, ordinances, rules, and regulations affecting the Assigned Assets, and Assignee shall comply with the same and shall promptly obtain and maintain all permits required by governmental authorities in connection therewith.
11. **Investment Representation.** Assignees represent and certify that they are acquiring the Assigned Assets for their own account, for use in their trade or business or for investment, and with no present intention of making a distribution thereof within the meaning of the Securities Act of 1933, as amended. Assignees shall notify Anadarko promptly of any federal and/or state securities law(s) or Federal Trade Commission filing requirements and/or any other disclosure requirements to which it believes it may be subject to.
12. **Resolution of Disputes.** Any dispute arising out of or relating to this Assignment or the breach, termination or validity thereof, shall be finally settled by arbitration conducted expeditiously in accordance with the Center for Public Resources ("CPR") Rules for Non-Administered Arbitration of Business Disputes by three independent and impartial arbitrators selected by CPR in accordance with Rule 6 of the CPR Rules. The arbitration shall be governed by the Uniform Arbitration Act, V.T.C.A., Civil Practice and Remedies Code §§ 171.001 - 171.002, and judgement upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. This Assignment shall be interpreted in accordance with the laws of the State of Kansas. The place of arbitration shall be Houston, Texas, unless otherwise agreed to by the Parties hereto. The arbitrators are not empowered to award consequential, indirect, special, punitive, or exemplary damages, and each Party hereby irrevocably waives any damages in excess of actual damages.
13. **Covenants.** This Assignment and all rights and covenants in connection therewith shall be considered covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

14. Counterparts. This Assignment may be executed in multiple original counterparts, each of which shall be deemed an original instrument, but all of which shall constitute but one and the same instrument.

15. Headings. Titles and headings in this Assignment are included solely for ease of reference and are not to be considered in interpretation or construction of this Assignment.

IN WITNESS WHEREOF, this Assignment is duly executed as set forth below but effective as of the Effective Date.

ASSIGNOR:

ANADARKO PETROLEUM CORPORATION

By: 

Printed Name: S. R. Shoemaker

Title: Agent & Attorney-in-Fact

Date: 12/8/99

ASSIGNEE:

Frisco Energy, LLC

By: 

Printed Name: Philip J. Wyler

Title: Co-MANAGER

Date: 12/13/99

ASSIGNEE:

JACMOR, Inc.

By: 

Printed Name: Laurence B. Trachtenberg

Title: President

Date: December 15, 1999

ASSIGNEE:

TLJ Investments, LLC

By: 

Printed Name: Laurence B. Trachtenberg

Title: Manager

Date: December 15, 1999

ASSIGNEE:

Singer Bros. LLC

By: GAPrinted Name: George A. SingerTitle: ManagerDate: 12/11/99

ASSIGNEE:

H&B Petroleum Corporation

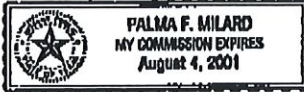
By: SDPrinted Name: Stan BradleyTitle: PresidentDate: 12/14/99

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this 8th day of December, 1999, personally appeared S. R. Shoemaker, known to me to be the Agent and Attorney-in-Fact for Anadarko Petroleum Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 8th day of December, 1999.



Palma F. Milard
Notary Public in and for the State of Texas

CORPORATE ACKNOWLEDGMENT

STATE OF KansasCOUNTY OF Sedgwick

BEFORE ME, the undersigned authority, on this 10th day of December, 1999, personally appeared Stan Brady to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of HB Petroleum and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.



GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 10th day of December, 1999.

Donna Mauldin
Notary Public in and for the State of Kansas

L.L.C. ACKNOWLEDGMENT

STATE OF OklahomaCOUNTY OF Tulsa

BEFORE ME, the undersigned authority, on this 14th day of December, 1999, personally appeared George A. Singer, manager of Singer Bros. L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said limited liability corporation.



GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 14th day of December, 1999.

Julie C. Chapman
Notary Public in and for the State of Oklahoma
Commission expires 10/25/2003

L.L.C. ACKNOWLEDGMENT

STATE OF OklahomaCOUNTY OF Tulsa

BEFORE ME, the undersigned authority, on this 14th day of December, 1999, personally appeared Philip J. Wilner to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Co-Manager of Frisco Energy, L.L.C. and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 14th day of December, 1999.



Kathryn B. McGuire
Notary Public in and for the State of Oklahoma

L.L.C. ACKNOWLEDGEMENTSTATE OF Oklahoma *COUNTY OF Oklahoma *

BEFORE ME, the undersigned authority, on this 15th day of December, 1999, personally appeared Laurence B. Trachtenberg to me known to be the identical person who subscribed the rights of the maker thereof to the foregoing instrument as Manager of TLL Investments, L.L.C. and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 15th day of December, 1999.

Dianna Zleske
Notary Public in and for the State of Oklahoma
My Commission Expires 1/17/2002

CORPORATE ACKNOWLEDGMENTSTATE OF Oklahoma *COUNTY OF Oklahoma *

BEFORE ME, the undersigned authority, on this 15th day of December, 1999, personally appeared Laurence B. Trachtenberg of JACMOR, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 15th day of December, 1999.

Dianna Zleske
Secretary

Anita J. Honeycutt
Notary Public in and for the State of Oklahoma
My Commission Expires 7-12-03

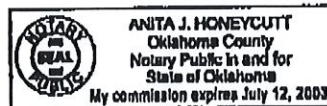


EXHIBIT "A"

OGC LOT: 32

31-1647

10_101445 - KANE A 1 A

LEASES: KANE A 1 A

LEASE NO.	VOL/BOOK	PAGE	LEASE DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
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10_150870032500	9	111	7/15/65	VESTA KANE ET AL		KIOWA COUNTY, KS
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T30S R18W SEC 17: SE/4

KIOWA COUNTY, KS

10_150870034000	9	307	12/3/65	VESTA KANE ET AL		KIOWA COUNTY, KS
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T30S R18W SEC 7: SE/4

KIOWA COUNTY, KS

WELLS: KANE A 1 A

KANE A 1 A

THE LEASES AND WELLS FOR THE KANE A 1 A PROPERTY ARE SUBJECT TO THE FOLLOWING:

1	GPA-1386	GAS PURCHASE AGREEMENT DATED 06/01/68, BETWEEN ANADARKO PETROLEUM CORPORATION (SELLER) AND ANADARKO ENERGY SERVICES COMPANY (BUYER).
2	1508700326	DECLARATION OF CONSOLIDATION DATED 07-07-66 DESCRIBING 640 ACRES ML IN T30S-R18W SITUATED IN SECTIONS 7 & 17, RECORDED IN VOL L-1, PG 380
3	1164	OPERATING AGREEMENT DATED 03/14/66 BETWEEN ANADARKO PRODUCTION COMPANY AND ALKAM BROTHERS CORPORATION COVERING THE KANE A #1 AND SE SEC 7 AND THE N/2 AND SE/4 OF SEC 17-T30S-R18W KIOWA COUNTY, KS.
4	GSA-1285	GAS PURCHASE AND SALES AGREEMENT DATED 10/19/64 BETWEEN ANADARKO PETROLEUM CORPORATION, SELLER, AND ANADARKO TRADING COMPANY, BUYER.

31-1647

10_102320 - GILLETTE A 1,2,3,4,5 AND 6

LEASES: GILLETTE A 1,2,3,4,5 AND 6					
LEASE NO.	VOL/BOOK	PAGE	LEASE DATE	LESSOR NAME	LESSEE NAME
10_150670017100	5	649	6/25/62	SHIRLEY GILLETTE ET AL	
KIOWA COUNTY, KS					
T30S R19W SEC 8; N2, SE/4; SEC 15; NW/4					

WELLS: GILLETTE A 1,2,3,4,5 AND 6

GILLETTE A 1 2 3 4 5 6

THE LEASES AND WELLS FOR THE GILLETTE A 1,2,3,4,5 AND 6 PROPERTY ARE SUBJECT TO THE FOLLOWING:

31-1647

10_102321 - GILLETTE B 1 & 2

LEASES: GILLETTE B 1 & 2

LEASE NO.	VOL/BOOK	PAGE	LEASE DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
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10_150970039200	11	114	9/2/99	SHIRLEY C GILLETTE ET AL	ANADARKO PRODUCTION COMPANY	KOWA COUNTY, KS
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T305 R19W SEC 16: NE/4

KOWA COUNTY, KS

T305 R19W SEC 8: SE-FLOWLINE EASEMENT: GILLETTE B-1 LOC. IN NE SEC. 16 TO TANK BATTERY

10_150970039205	O-1	396	7/21/70	SHIRLEY C GILLETTE	ANADARKO PRODUCTION COMPANY	KOWA COUNTY, KS
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PIPELINE ROW ACROSS SECTIONS 9 & 16 T305 R19W

WELLS: GILLETTE B 1 & 2

GILLETTE B 1 AND B 2

THE LEASES AND WELLS FOR THE GILLETTE B 1 & 2 PROPERTY ARE SUBJECT TO THE FOLLOWING:

31-1647

10_102431 - NEWMAN A 1

LEASES: NEWMAN A 1

LEASE NO.	VOL/BOOK	PAGE	LEASE DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
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10_150970041S1	5	185	6/25/62	GLADYS NEWMAN	T J BURDEN	1305 R19W SEC 15; NE 1/4 KIOWA COUNTY, KS
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10_150970041S1	L-1	200	3/10/66	EDWARD L SEALEY ET AL	ANADARKO PRODUCTION COMPANY	1305 R19W SEC 15; NE 1/4 KIOWA COUNTY, KS
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10_150970041S1		2/19/76		BOARD OF COUNTY ROAD COMM	ANADARKO PRODUCTION COMPANY	1305 R19W SEC 15; EASEMENT ACROSS SEC 4 AS BEGAINING AT A POINT 1030 FT N OF S LINE AND 1805 FT W OF E LINE OF SEC 15, THENCE 225 FT W, THENCE 350 FT N, THENCE 225 FT E, THENCE 350 FT S TO POB (SEALEY A 1 & NEWMAN A 1 TANK BTRY) KIOWA COUNTY, KS
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PERMIT TO CROSS A COUNTY ROAD AT 2 PLACES WITH A 3 INCH S&L WATER LINE PLASTIC BETWEEN SECS 8 & 10 AND ON 1/2 MILE LINE SEC 15 T30S R19W, MINIMUM DEPTH TO BE 40"

WELLS: NEWMAN A 1

NEWMAN A 1

THE LEASES AND WELLS FOR THE NEWMAN A 1 PROPERTY ARE SUBJECT TO THE FOLLOWING:

31-1647

10_102442 - ROGERS B 2 & B 4

LEASES: ROGERS B 2 & B 4

LEASE NO.	VOLBOOK	PAGE	LEASE DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
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10_150970047300	5	567	6/19/82	OSCAR C DUINN ET UX	T J BURDEN	KIOWA COUNTY, KS
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10_150970042151	C-1	515	1/25/71	VIOLA ROGERS ET AL	ANADARKO PRODUCTION COMPANY	KIOWA COUNTY, KS
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10_150970042151 C-1 515 1/25/71 VIOLA ROGERS ET AL ANADARKO PRODUCTION COMPANY

TRQS R19W SEC 8 TRACT A
(1) A TRACT OF LAND IN THE FORM OF A SQUARE WITH SIDES OF 150 FT IN LENGTH, AT THE EXACT CENTER OF WHICH IS THE WELLSBORE OF THE ANADARKO PRODUCTION COMPANY ROGERS "C" NO. 1 NON-PRODUCTIVE WELL, LOCATED 864.8 FT FROM THE NORTH LINE AND 864.7 FT FROM THE EAST LINE OF SEC 8 TRQS R19W. THE SIDES OF WHICH SQUARE ARE PARALLEL WITH THE ADJACENT BOUNDARY LINES OF SAID SEC 8; AND

(2) A TRACT OF LAND IN THE FORM OF A RECTANGLE, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE EAST BOUNDARY LINE OF SAID SEC 8, LOCATED A DISTANCE OF 845 FT SOUTH OF THE NE CORNER OF SAID SEC 8, THENCE 20 FT WEST, THENCE 30 FT SOUTH, THENCE 20 FT EAST, THENCE 30 FT NORTH TO THE POINT OF BEGINNING.

TRACT B - NEW

10_150970047381		27078	BOARD OF COUNTY ROAD COMM	ANADARKO PRODUCTION COMPANY	KIOWA COUNTY, KS
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PERMIT TO CROSS A COUNTY ROAD AT 2 PLACES WITH A 3 INCH SALTWATER LINE (PLASTIC) BETWEEN SECS 8 & 10 AND ON 1/2 MILE LINE SEC 15 TRQS R19W. MINIMUM DEPTH TO BE 40"

10_150970047381	R1	577	2/19/78	HELEN C MARTIN ET VR	ANADARKO PRODUCTION COMPANY	KIOWA COUNTY, KS
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TRQS R19W SEC 8: NSW, SAID SALTWATER LINE TO ENTER PROPERTY 1206.3 FT N OF SECOR OF SW1/4 AND TO LEAVE SAID PROPERTY 1485.3 FT E ON N LINE OF SW1/4

10_150970047381	R1	578	3/29/78	CLEON PARKIN ET AL	ANADARKO PRODUCTION COMPANY	KIOWA COUNTY, KS
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TRQS R19W SEC 8: NEW - SWD PIPELINE TO ENTER PROPERTY 1510 FT N OF SECOR OF NEW

31-1647

WELLS: ROGERS B 2 & B 4
ROGERS B 2 & B 4

THE LEASES AND WELLS FOR THE ROGERS B 2 & B 4 PROPERTY ARE SUBJECT TO THE FOLLOWING:

Lot 32

Page 6 of 8

31-1647

10_102443 - ROGERS C 1 SWDW

LEASES: ROGERS C 1 SWDW					
LEASE NO.	VOL/BOOK	PAGE	LEASE DATE	LESSOR NAME	LESSEE NAME
10_150970042151	D-1	515	1/25/71	VIOLA ROGERS ET AL	ANADARKO PRODUCTION COMPANY
					KIDWA COUNTY, KS

DESCRIPTION

T30S R19W SEC 8, TRACT A

(1) A TRACT OF LAND IN THE FORM OF A SQUARE WITH SIDES OF 150 FT IN LENGTH, AT THE EXACT CENTER OF WHICH IS THE WELLBORE OF THE ANADARKO PRODUCTION COMPANY ROGERS C 1 NO. 1 NON-PRODUCTIVE WELL, LOCATED 664.8 FT FROM THE NORTH LINE AND 681.7 FT FROM THE EAST LINE OF SEC 8 T30S R19W, THE SIDES OF WHICH SQUARE ARE PARALLEL WITH THE ADJACENT BOUNDARY LINES OF SAID SEC 8, AND

(2) A TRACT OF LAND IN THE FORM OF A RECTANGLE, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST BOUNDARY LINE OF SAID SEC 8 LOCATED A DISTANCE OF 645 FT SOUTH OF THE NE CORNER OF SAID SEC 8, THENCE 20 FT WEST, THENCE 30 FT SOUTH, THENCE 20 FT EAST, THENCE 30 FT NORTH TO THE POINT OF BEGINNING.

TRACT B - NE/4

T30S R19W SEC 8, NE/4 - SWD PIPELINE TO ENTER PROPERTY 1910 FT N OF SECTOR OF NE/4

KIDWA COUNTY, KS

10_150970042151 R1 578 3/29/75 CLEON PARKIN ET AL

ANADARKO PRODUCTION COMPANY

WELLS: ROGERS C 1 SWDW

ROGERS C 1 SWDW

THE LEASES AND WELLS FOR THE ROGERS C 1 SWDW PROPERTY ARE SUBJECT TO THE FOLLOWING:

31-1647

10_102456 - SEALEY A 1 & 2

LEASES: SEALEY A 1 & 2

LEASE NO.	VOL/BOOK	PAGE	LEASE DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
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10_150970022201	6	78	6/29/82	JAMES H SEALEY ET UX	T J BURDEN	
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T30S R19W SEC 15, SE4

KIOWA COUNTY, KS

10_150970022202	6	77	6/29/82	EDWARD L SEALEY ET UX	T J BURDEN	
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T30S R19W SEC 15, SE4

KIOWA COUNTY, KS

10_150970034151	L-1	200	3/10/88	EDWARD L SEALEY ET AL	ANADARKO PRODUCTION COMPANY	
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T30S R19W SEC 15, SE4
T30S R19W SEC 15, SE4
KIOWA COUNTY, KS

10_1509700473R1			2/10/76	BOARD OF COUNTY ROAD COMM	ANADARKO PRODUCTION COMPANY	
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KIOWA COUNTY, KS

PERMIT TO CROSS A COUNTY ROAD AT 2 PLACES WITH A 3 INCH SALT WATER LINE (PLASTIC) BETWEEN SECS 9 & 10 AND ON 1/2 MILE LINE SEC 15 T30S R19W, MINIMUM DEPTH TO BE 4'

10_1509700474R1	R-1	574	3/3/76	EDWARD SEALEY ET AL	ANADARKO PRODUCTION COMPANY	
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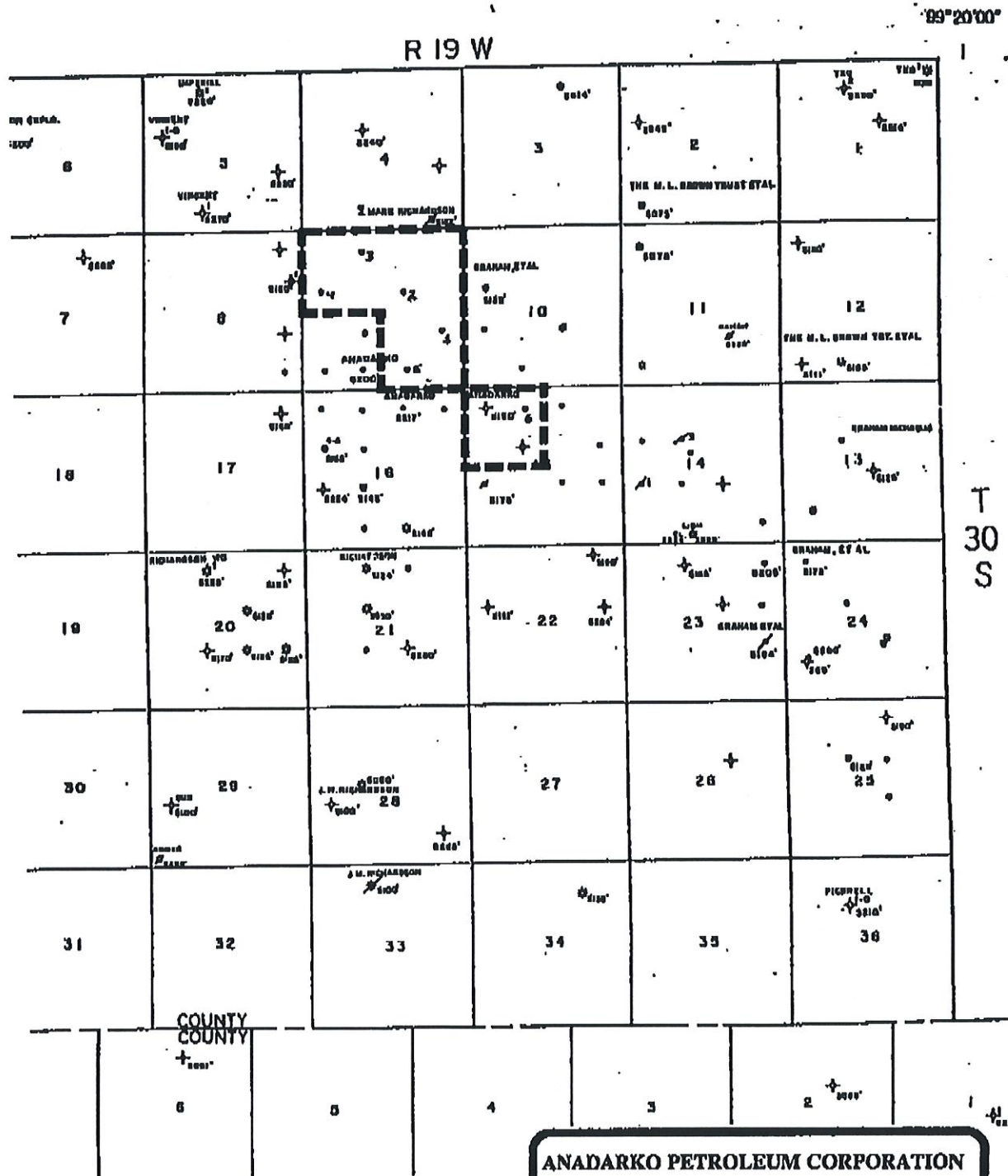
KIOWA COUNTY, KS

T30S R19W SEC 15, PIPELINE ROW ACROSS SE4

WELLS: SEALEY A 1 & 2

SEALEY A 1 & 2

THE LEASES AND WELLS FOR THE SEALEY A 1 & 2 PROPERTY ARE SUBJECT TO THE FOLLOWING:



Note: Map is for information only; purchasers should rely on legal descriptions for their evaluations.